



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM	<u>KS</u>
Finance	<u>DN</u>
DA	<u>  </u> ✓
Risk Mgt.	<u>DE</u>
HR	<u>N/A</u>
Other	<u>N/A</u>

## STAFF REPORT BOARD MEETING DATE: February 24, 2015

**DATE:** January 27, 2015

**TO:** Board of County Commissioners

**FROM:** Dwayne Smith, P.E., Division Director, Engineering and Capital Projects  
Community Services Department, 328-2043, [desmith@washoecounty.us](mailto:desmith@washoecounty.us)

**THROUGH:** Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-2040, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)

**SUBJECT:** Recommendation to approve Amendment No. 1 to the Agreement for Professional Consulting Services between Washoe County and VanWoert Bigotti Architects to include specialty forensic consultant services for the Washoe County Medical Examiner's Facility Project [\$167,835.00]. (All Commission Districts.)

### SUMMARY

The Community Services Department (CSD) is requesting approval of Amendment No. 1 to the Professional Consulting Services Agreement with VanWoert Bigotti Architects (VWB) to add the scope of work and associated fees related to specialty forensic consultant services for the new Washoe County Medical Examiners Facility Project (project). Approval of this Amendment allocates the previously approved scope of work and fees for specialty forensic consultant services to VWB, the project's primary architectural consulting firm, and does not increase the overall project fees for professional consulting services.

This amendment changes the reporting arrangement for the specialty forensic consultant. The consultant will no longer report direct to Washoe County, but instead will report directly to VWB, which will lead to a more collaborative design team approach and assist in coordination of design disciplines.

Strategic Objective supported by this item: Safe, Secure and Healthy Communities

### PREVIOUS ACTION

On January 14, 2014, the Board of County Commissioners (Board) approved an Agreement for Professional Consultant Services between Lumos and Associates, to provide project management services for this project in the amount of \$310,030.00.

AGENDA ITEM # 10

On May 13, 2014, the Board approved the Washoe County Capital Improvement Plan for FY2014/19 which included authorization for the design and construction phase of this project.

On June 24, 2014, the Board approved an Agreement for Professional Consulting Services between Washoe County and McClaren, Wilson & Lawrie, Inc., to provide specialty forensic consulting and architectural design services for the Washoe County Medical Examiners Facility Project in the amount of \$167,835.

On July 8, 2014, the Board approved an Agreement for Professional Consulting Services between Washoe County and VanWoert Bigotti Architects to provide architectural design services for the Washoe County Medical Examiners Facility Project in the amount of \$766,990.

On January 13, 2015, the Board approved a proposal to use ad valorem taxes (except to the extent pledged revenues and other moneys are available therefor) to fund a general obligation building bond, wholly or in part, for the acquisition, construction, improvement and equipment for the Medical Examiner Building Project, additionally secured by “pledged revenues” pursuant to NRS 360.698.

### **BACKGROUND**

Washoe County owns and operates the existing Medical Examiner’s facility located at 10 Kirman Avenue, adjacent to the Washoe Medical Center. The two-story building also houses the Washoe County Tuberculosis Clinic. The existing building was constructed in 1959 and has been modified over the course of time. Due to the inefficiencies associated with the existing facility and the increasing operational, maintenance and replacement costs associated with the building, Washoe County determined that a replacement building was required and initiated a new project.

### **FISCAL IMPACT**

Funding for this project is located in the Capital Facilities Tax Fund (489) in project CF890401. Specialty forensic consulting services were an anticipated component of the project, and this amendment allocates the funding for this work to the project’s primary architect. There is no increase to the overall magnitude of fees associated with architectural consultant services as a result of this amendment.

### **RECOMMENDATION**

It is recommended the Board of County Commissioners approve Amendment No. 1 to the Agreement for Professional Consulting Services between Washoe County and VanWoert Bigotti Architects to include specialty forensic consultant services for the Washoe County Medical Examiners Facility Project [\$167,835.00].

### **POSSIBLE MOTION**

Should the Board agree with staff’s recommendation, a possible motion would be: “Move to approve Amendment No. 1 to the Agreement for Professional Consulting Services between Washoe County and VanWoert Bigotti Architects to include specialty forensic consultant services for the Washoe County Medical Examiners Facility Project [\$167,835.00].”

**AMENDMENT NO. 1 TO THE  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is entered into February 24, 2015, by and between Washoe County, a political subdivision of the State of Nevada (“County”) and VanWoert Bigotti Architects (“Consultant”).

WITNESSETH:

WHEREAS, the County and VanWoert Bigotti Architects desire to amend their Agreement for Professional Consulting Services, entered into on July 9, 2014 (“Agreement”); and

WHEREAS, VanWoert Bigotti Architects have provided the County with architectural design services for the Washoe County Medical Examiner’s Facility Project in accordance with the existing Agreement and in accordance with accepted industry standards and practices.

NOW THEREFORE, in consideration of the covenants and promises and understandings contained herein, the County and VanWoert Bigotti Architects both agree as follows:

**I. GENERAL**

**1. Capitalized Terms.** Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

**2. Conflicting Terms.** To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement, the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified under this Amendment, each of the terms and conditions of the Agreement shall remain in full force and effect and are enforceable in accordance with their respective terms. This Amendment shall be attached to the Agreement and become a part thereof.

**II. SERVICES TO BE PERFORMED BY CONSULTANT**

In addition to the services described in the Agreement, the parties agree that Consultant shall also perform specialty forensic consultant services by retaining the specialty services of MWL Architects, as more fully set forth in Consultant’s proposed amendment and amended fee

summary, attached hereto and incorporated by reference. The term of this Amendment shall be for the period commencing from February 24, 2015 and terminating on July 9, 2016.

**III. COMPENSATION FOR SERVICES**

In addition to the compensation set forth in the Agreement, the parties agree that Consultant shall be further compensated in the sum of \$167,835.00 for the additional services described above. Payment will be in accordance with Article 3 of the Agreement for Professional Consulting Services.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WASHOE COUNTY:

CONTRACTOR:

By: \_\_\_\_\_  
Chair  
Washoe County Commission

By: \_\_\_\_\_  
Angela S. Bigotti-Chavez, AIA, Principal  
VanWoert Bigotti Architects

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nancy Parent, County Clerk

Date: \_\_\_\_\_

Exhibit A



February 2, 2015

Mr. Dwayne Smith  
Washoe County  
Reno, Nevada 89502

Re: Proposed Amendment to VWB Contract with Washoe County for the Washoe County Medical Examiners Facility

Dear Dwayne:

Van Woert Bigotti Architects proposes an amendment to the contract for the Washoe County Medical Examiners Facility to include MWL Architects as a Specialty Forensics Consultant. MWL Architects will provide consultation during the design phases of the project. With that, in reference to VWB Architect's original Fee Proposal, the following amendments to **Part B. Fee Summary** below are proposed.

Our Fee breakdown is as follows:

**A. Hourly Breakdown per Discipline for each phase.** (See Hourly Breakdown sheets attached)

**B. Fee Summary:**

Our basic scope of services will include the design and production of documentation from Programming through Construction Administration.

**Fee Outline for  
Architecture and Engineering:**

**Per Phase:**

Site Selection & Programming	\$ 41,576.00
Schematic Design	\$127,866.00
Design Development	\$203,223.00
Construction Documents	\$311,973.00
<u>Bidding and Construction Administration</u>	<u>\$193,087.00</u>
	<b>\$877,725.00</b>

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**Per Discipline:**

Architecture	\$374,550.00
Specialty Forensic Consultant	\$167,835.00 (proposed amendment)
Basic Engineering Services	
Civil, Surveying, Landscape Architecture, Planning	\$87,180.00 (see CFA fee breakdown)
Structural Engineering	\$78,360.00
Mechanical Engineering	\$98,000.00
<u>Electrical Engineering</u>	<u>\$71,800.00</u>

**SUBTOTAL** **\$877,725.00**

**Special Design Service Allowances**

Special Use Permit Process	\$ 16,600.00
Geotechnical Engineering	\$ 10,500.00

Printing/Reproduction Allowance	\$ 6,000.00
Animation fly-through	\$ 10,000.00
Security System Design	\$ 14,000.00
<b>SUBTOTAL</b>	<b>\$ 57,100.00</b>

<b>TOTAL FEE</b>	<b>\$934,825.00</b>
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**Services Excluded:**

- Specialty consultants other than those listed in Item B.
- Independent Fire Safety Engineering.
- Detailed FF&E Design and Specification Services (Facility Space Plan and Laboratory FFE is included)

**C. Schedule:**

- To be determined.

Scope of work adjustments may warrant adjustments to the fees represented herein. We are honored to be involved and with this Washoe County project. Should you have any questions or clarifications regarding the information provided in this summary, please do not hesitate to contact us.

Sincerely,



Angela Bigotti-Chavez, AIA



K. Brad Van Woert, AIA

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada (hereinafter referred to as Owner) and *VanWoert Bigotti Architects* (hereinafter referred to as Consultant).

### WITNESSETH:

WHEREAS OWNER desires to engage Consultant to render certain professional architectural design services as described in Exhibit "A", Scope of Work and Fee Schedule, (hereinafter referred to as the Project); and

WHEREAS, Owner requires certain architectural design services in connection with the Project (hereinafter referred to as the Services); and,

WHEREAS, Consultant represents that he is duly qualified, ready, willing and able to provide said work by virtue of education, training and experience;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

#### ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be *July 9, 2014*.

#### ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall perform professional services as described in Exhibit "A", Scope of Work, which is attached hereto and incorporated by reference as part of the Agreement.

#### ARTICLE 3 - COMPENSATION

##### 3.1 Compensation for Services

For services defined in Article 2, Consultant's compensation shall be determined on a time and material basis, in accordance with the fee schedule described in Exhibit "A", and which is attached hereto and incorporated by reference as part of the Agreement. Total compensation shall not exceed Seven Hundred Sixty-Six Thousand, Nine Hundred and Ninety dollars (*\$766,990.00*). Exhibit "A" Scope of Work and Fee Schedule will be utilized for a period of two (2) years after the effective date of this agreement, or the term of the contract, whichever is less. The fee schedule may be renegotiated at the end of the above period upon request by either the Owner or the Consultant. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all services and duties required by Article 2, including, but not limited to: costs of supplies, facilities, and equipment; costs of labor and services of employees and consultants or sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead.

**3.2 Compensation for Additional Services**

If Owner requests Consultant to perform services in addition to services agreed to be performed under Article 2, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by Owner's representative prior to commencing work.

**3.3 Methods and Times of Payment**

Consultant shall submit to Owner monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made upon receipt of Consultant's invoice. Payment by Owner of invoices or requests for payment shall not constitute acceptance by Owner of work performed on the Project by Consultant.

**ARTICLE 4 - TIME SCHEDULE FOR COMPLETION**

The work on the Project as described in Article 2 shall progress and be completed no later than **July 9, 2016**. Consultant shall be granted time extensions for items within the phases of the Project in writing by Owner if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, Owner's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide the Owner a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies.

**ARTICLE 5 - STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no cost to Owner, re-perform Services which fail to satisfy the foregoing Standard of Care, provided that Consultant is notified in writing by Owner of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in services or reports. Owner reserves the right to inspect, comment on, and request revision of, all deficient Services not satisfying the Standard of Care performed by Consultant, and Consultant warrants that Services performed shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing Standard of Care shall constitute a material breach of this Agreement unless expressly waived by the Owner. Review and approvals by Owner do not relieve Consultant of its responsibilities under this Article.

#### ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not generally be responsible for the failure of any subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

#### ARTICLE 7 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. Owner shall have no right to supervise the methods used by Consultant. Owner shall have the right to observe such performance. Consultant shall work closely with Owner in performing Services under this Agreement.

Contractor is an independent contractor, not a County employee. Contractor's employees or contract personnel are not County employees. Contractor and County agree to the following rights consistent with an independent contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
- d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of County and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's business license # is on file with

the Washoe County Comptroller's office. Contractor's federal tax I.D. # is also on file with the Washoe County Comptroller's office.

k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by County for all payments received.

l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement, to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

#### ARTICLE 8 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Scope of Work in Attachment A, if applicable. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

#### ARTICLE 9 - OWNER'S RESPONSIBILITY

Owner shall provide any information in its possession that is requested by Consultant and is necessary to complete the Project. Owner shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the Consultant.

#### ARTICLE 10 - REUSE OF DOCUMENTS

All documents, including drawings, computer software, reports and other work products prepared by Consultant in performing the Services and providing the deliverables to Owner pursuant to this Agreement (the "Service Products") shall be, after delivery to and acceptance by Owner, the sole and exclusive property of Owner, and may be used by Owner for any purpose, in Owner's sole discretion, as Owner deems appropriate or as subject to Chapter 239 of the Nevada Revised Statutes, the Public Records Law, unless otherwise exempted. The Service Products are not intended or represented by Consultant to be suitable for reuse by Owner or others on any other project or for any other purpose. Any reuse by Owner for any purpose other than as intended for the Project, without prior written approval or adaptation by Consultant, will be at Owner's sole risk and without liability or legal exposure to Consultant; and Owner shall indemnify and hold harmless Consultant against all claims, damages, loses, and expenses including attorneys' fees arising out of or resulting from such unauthorized reuse.

#### ARTICLE 11 - TERMINATION OF CONTRACT

The obligation to continue Services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Owner terminates

the Consultant due to default, the Owner may reduce the amount owed the Consultant by the amount required to handle the default, including attorney fees.

Owner shall have the right to terminate this Agreement or suspend performance thereof for Owner's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services on a schedule acceptable to Owner. In the event of termination or suspension for Owner's convenience, Owner shall pay Consultant for all Services performed in accordance with the terms of this Agreement, and reasonable termination or suspension expenses, less any set-offs which Owner may have due to Consultant's negligence, nonperformance or breach of this Agreement. Upon restart of a suspended project equitable adjustment shall be made to Consultant's compensation.

#### ARTICLE 12 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by Owner to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of Owner or in response to legal process or as required by the regulations of public entities.

#### ARTICLE 13 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To Consultant:  
Angela S. Bigotti-Chavez, AIA, Principal  
VanWoert Bigotti Architects  
1400 South Virginia Street, Suite C  
Reno, Nevada 89502

To Owner:  
Dwayne Smith, P.E., Division Director, Engineering and Capital Projects  
Washoe County Community Services Department  
1001 E. 9<sup>th</sup> St.  
Reno, NV 89512

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and Owner.

#### ARTICLE 14 - UNCONTROLLABLE FORCES

Neither Owner nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall

mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Owner or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the non-performing party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or Owner to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### ARTICLE 15 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Nevada.

#### ARTICLE 16 - MISCELLANEOUS

##### 16.1 Nonwaiver

A waiver by either Owner or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

##### 16.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

#### ARTICLE 17 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the parties, the terms of this Agreement shall control.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

Owner and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 19 - ASSIGNMENT

Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as she may deem appropriate to assist her in the performance of the Services hereunder.

ARTICLE 20 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than Owner and Consultant.

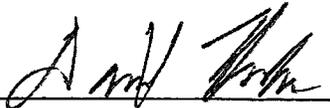
ARTICLE 21 - INDEMNIFICATION, HOLD HARMLESS AGREEMENT AND INSURANCE

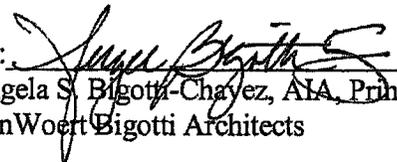
Washoe County has established specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit B, Pages 1-4, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY

CONSULTANT

By:   
Chairman,  
Washoe County Commission

By:   
Angela S. Bigotti-Chavez, AIA, Principal  
VanWoert Bigotti Architects

Date: 8-7-14

Date: 07/31/14

EXHIBIT A



May 9, 2014 (revised June 10, 2014)

Mr. Dwayne Smith  
Washoe County  
Reno, Nevada 89502

Re: Washoe County Medical Examiners Facility

Dear Dwayne:

Thank you for the selection of our firm as the Architect for the new Washoe County Medical Examiner's Facility. Van Woert Bigotti Architects (VWB) is excited to continue to assist you with this very important project.

Our understanding of the scope is as follows:

**Budget:** The project size is not limited to the programmed area, however, the project budget amount is limited to \$10 million.

**CMAR delivery method:** This project will be delivered through a Construction Manager at Risk delivery method. The CMAR is expected to be selected by June 4, 2014 and will be involved from Programming through Construction. VWB will participate in the design development and provide input and deliverables to meet suspense dates during each phase and will integrate CMAR participation as directed in the evolution of the design of the project.

**Specialty A/E:** McClaren, Wilson & Lawrie (MWL) is the specialty A/E consultant that has been selected by Washoe County for this project. They are responsible to complete the Programming and Initial Schematic Design floor plan including providing deliverables for the materials and system components that are required for the facility. They will be part of the design development including final Schematic, Design Development, and Construction Document Development, participating in meetings and providing responses, and reviewing the final design elements completed by VWB.

As your Architect, our understanding of our responsibility and scope of work relative to Design Phases as your Architect is as follows:

**1. Site Selection Process:** Working with Washoe County's representatives and their Specialty A/E Consultant, VWB will assist in the review, understanding, and assessment of potential project sites. *Through the analysis, VWB will be thorough in assessing the site to identify the most appropriate site relative to such factors as project budget, project building type, orientation, adjacent property use, security issues, view corridors, traffic patterns, potential for growth/expandability, parking, service routes, special events, Additionally we will address: availability and capacity of major utilities, safety, expand traffic patterns to include vehicular and service access to and within the site, subsurface conditions that impact structure and drainage, surrounding buildings that impact supply air quality to and dispersion of exhaust effluent from laboratory facilities, special events affecting facility access, and essential facility access/siting. Excluded is Phase I standard scope which may be required by Washoe County if acquiring a privately owned site. Diagrammatic and written narratives may be provided as determined in order to weight the options and consider the pros and cons.*

*Deliverables may include:*

- *Area calculations and adjacencies by Specialty A/E Consultant.*
- *Basis of Design by Specialty A/E.*

**2. Programming:** Working with Washoe County Staff and Washoe County's Medical Examiner Specialty Consultant to develop the final approach to the program goals for the new Medical Examiner Facility and all site associated requirements. *Washoe County Project Manager (PM) and the Specialty Consultant will organize and facilitate the programming sessions. VWB will attend the meetings and review program space needs, priorities, equipment requirements, adjacencies, etc. relative to the budget and provide opinions in regard to these elements. PM will develop and maintain the project schedule with VWB and other team members' concurrence. The budget analysis will be outlined by the Specialty A/E initially with the CMAR review and validation. Specialty A/E will carry that budget through Schematic Design for development of floor plans and determination of systems with hand off to VWB at the conclusion of this phase. VWB will provide opinions and concurrence with the final Schematic Design budget and further develop, present, and complete budgets for Design Development and construction Document Development.*

*Deliverables may include:*

- *Written Program by others*
- *Space adjacency diagram by others*

**3. Schematic Documents:** The Specialty Consultant will develop the Schematic Design floor plan by August 15, 2014. In conjunction with Washoe County's Medical Examiner Facility Specialty Design Consultant, VWB will participate in all team meetings with Washoe County representatives and Medical Examiner staff in the process of developing the final floor plans and outline specifications. VWB will provide the design services and deliverables including the final floor plans, outline specifications, exterior architecture, and final site plan concepts. VWB's A/E will coordinate the Specialty Design Consultant plans and systems to ensure the floor plans do not change as the design progresses to the design development and construction documents phases. Washoe County design and equipment standards will be required by August 15, 2014. *PM will develop and maintain the project schedule with VWB and other team members' concurrence. VWB and its entire team of consultants (listed below) will work together with Washoe County's Specialty Design Consultant to provide a design solution that meets the parameters set by Washoe County. This solution will be in the form of schematic drawings (VWB and the engineering consultants will provide a summary presentation pertaining to their relevant portion of the submittal) and outline specifications within the cost parameters that was determined and agreed upon in the Programming effort. These deliverables will be a thorough representation of the building design including all engineering systems designed to the level of ensuring that the design accounts for the needs of the facility. Schedule milestones will be delineated and the overall project schedule will be managed to stay on track with Washoe County's expectations. A project cost estimate will be provided by the CMAR. The conclusion of this phase will supply the project construction cost that Washoe County will use to obtain funding for the construction phase of the project.*

*Deliverables include:*

- *Schematic site plan by VWB with MWL consultation*
- *Schematic design building elevations by VWB*
- *Schematic design floor plan prepared by MWL and produced in final package by VWB*
- *CMAR to prepare cost estimate with MWL special features input*
- *Room data sheets of specialty spaces by MWL*
- *Outline specification for exterior and office areas by VWB*
- *Specialty data equipment manual to be prepared by MWL*

**4. Design Development:** Services will include the preparation of documents that represent further detail to illustrate the architectural character, materials, colors, and system coordination. Systems will include structural, mechanical, civil, landscape, data communications, security, card readers, and cameras. *PM will provide the schedule along with the team's concurrence and will monitor all Design Development sessions. VWB will provide all regular team meetings with agendas and notes to project team members in the form of Meeting Minutes with Action Items indicated. Comparable analysis of materials relative to aesthetics and cost estimates will be conducted and communicated to Washoe County for final approval. The Specialty Design Consultant will be a team member reviewing the final Design Development Documents developed by VWB. All work will be coordinated with the selected CMAR.*

Based on approved schematic design documents and any adjustments authorized by the County, design development documents consisting of drawings and other documents necessary to fix and describe the size and scope of the project as pertains to architectural, structural, mechanical and electrical systems, materials, and other such elements as may be appropriate. VWB A/E team will meet with all applicable state and local agencies, utilities, and other regulatory agencies, and shall provide the County with a list of all contacts made and a summary of the results of those meetings.

**Architectural Documents shall include:**

Site plan, Floor plans, Roof plan, Building Sections and Elevations, Typical Construction Details, Final materials selections, Interior Design (materials, finishes, and colors), Equipment layouts, Code compliance, Exiting plan and code analysis, Rated walls and Occupancy separations noted, Bid Alternates, Preliminary Specifications (bound), and Product data sheets for all major products and equipment.

**Civil Engineering Deliverable:** Drawings and Specifications establishing Site access, Site fire protection (hydrant locations, fire flows, and fire truck access), Utility connections and layout, Site drainage, Paving, curbs and gutter, and sidewalks, and preliminary specifications.

**Structural Engineering Deliverables:** Drawings and Specifications establishing the final scope of the selected structural system, Basic structural system and dimensions, Final structural design criteria and loads, Foundations plans and preliminary footing sizes, Preliminary sizing of major structural components (beams, columns, bracing, shear walls, etc.), Critical clearances (for coordination with other disciplines), Floor and roof framing plans, Major building sections/elevations and preliminary details, and Typical details.

**Mechanical Engineering Deliverables:** Drawings and specifications to establish the mechanical systems, Approximate HVAC equipment sizes, HVAC equipment locations, Main HVAC ductwork and piping systems layouts with sizes, Required chases for ductwork and piping, Identification of energy conservation methods, Temperature control system diagrams, List of all equipment requiring emergency power, Floor plans with thermal zones identified, Plumbing fixture and plumbing equipment plan locations, Fire Sprinkler system component locations, Cut sheets for all HVAC equipment and plumbing fixtures, HVAC load calcs, Compliance with applicable codes.

**Electrical Engineering Deliverables:** Drawings and specifications to establish the electrical system, Lighting/Power/Communications plans, Sizes, capacities and locations of major electrical equipment, Required chases and clearances for conduit, cabling, and cable trays, One-line diagrams illustrating power distribution, Life safety system components, Code compliance and Electrical system grounding plan. **Security and surveillance:** design/drawings/specifications for CCTV(cameras, power supplies, network switches, patch panels, servers, equipment racks, system details and the conduit and wiring to support the system), access control design including design of control panel, power supplies, card readers, electric strikes or magnetic holders, door contacts, request to exit devices or release buttons or panic bars, and security gate control. Security system circuiting and headend equipment is excluded.

**Landscape Design Deliverables:** Drawings and specifications for landscape design and irrigation plans, and materials list.

**5. Construction Documents:** Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the project or in the project budget authorized by Washoe County, VWB will prepare for approval by Washoe County, construction documents for bidding and construction. A facility space plan and Laboratory FFE is included. The PM will develop and maintain the project schedule with VWB and other team members' concurrence. PM and VWB will organize and facilitate meetings. VWB will provide all regular team meetings with agendas and notes to project team members in the form of Meeting Minutes with Action Items indicated. VWB will manage consultants to ensure that specifications and drawings are well coordinated. VWB will work closely with the CMAR and maintain necessary coordination with Washoe County's Specialty consultant to ensure that Washoe County priorities are met. A 50% set of documents as well as 90% set of documents will be produced and distributed to the team including Washoe County for review and comment. The 100% set will address all comments to complete the set.

- **Index sheet (may be included on cover sheet)**
- **General Sheets**
  - Overall site plan showing total project

- Existing conditions (as base)
- Contractor staging areas (construction storage, field office, construction camp) with adequate space or sequencing needs
- Construction limits
- Construction access
- Survey control, monuments and benchmarks with coordinates and elevations
- Property lines with bearings, easements, utility corridors and setbacks
- Proposed construction (i.e. outline of new structures, utilities, roadways, walks)
- Existing conditions plan
- Existing contours and spot elevations
- Existing site features: roads, parking, structures, walks, steps, walls, etc.
- Existing utilities, above and below ground, shown to scale (inlets, lift stations, propane tanks, septic tanks, culverts, etc.) include spot elevations for each, invert elevations for all below ground structures. Use appropriate symbols for small utility items (i.e. lighting, transformers, pull boxes, manholes, inlets, etc.)
- Existing land features and vegetation
- Overall symbol legend and abbreviations list, if applicable.
- Code Analysis and Accessibility Standards Compliance Plans
- **Civil Engineering Sheets**
  - **Site Plan**
    - Existing conditions (as base)
    - Discipline specific notes, legends, code references, symbols and abbreviations.
    - Monuments and benchmarks identified with coordinates and elevations.
    - Site features: roads, parking, structures, walks, steps, walls, etc.
    - Utilities shown to scale (lighting, transformers, pull boxes, manholes, inlets, lift stations, propane tanks, septic tanks, culverts, etc.) Use appropriate symbols for small utility items (i.e. lighting, transformers, pull boxes, manholes, inlets, etc.
    - Geotechnical testing areas, boring locations, percolation test holes
    - Construction limits
  - **Road and Parking**
    - Existing conditions (as base) with plan and profile sheet outlines, as appropriate.
    - Plan and profile sheets
    - Typical cross-sections
    - Road and parking cross-sections
    - Road and parking centerline stations, bearings, distances, and curve data (layout tables, as appropriate)
    - Accessible parking, drop-off, oversized parking, and all accessible routes clearly delineated
    - Intersections and other site radii identified with radius and coordinates
    - Construction limits
  - **Storm Water**
    - Existing conditions (as base)
    - Collection, treatment (i.e. settlement ponds), and layouts (plan and profile sheets, as appropriate)
    - Structures plans, elevations and details
    - Construction limits
  - **Utilities Plans**
    - Existing conditions (as base)
    - Water pumping, treatment, storage, and distribution system layout and profile (plan and profile sheets, as appropriate), component sizes, material callouts
    - Wastewater collection, treatment, and disposal system layout and profile, component sizes, material callouts
    - System processes and flow diagrams
    - Utilities (identified for removal or abandonment, as appropriate)
    - Construction limits

- **Project Details**
  - *Details (i.e. trenching details, thrust blocks, water/sewer line crossings, silt fence, sewer cleanouts, manholes, valves and boxes, curb stops, fire hydrants, air release valves, sewage air release valves, irrigation details, pressure relief valves, meters and boxes, pressure regulators, check valves and boxes, backflow preventors, septic tanks, absorption trenches, distribution boxes, piping connections, water well details, lift station details, storm water details, storage tank details)*
- **Landscape Architecture Sheets**
  - *Plant material (tree protection, plants to be removed or salvaged)*
  - *Site furnishings*
  - *Clearing and grubbing*
  - *Discipline specific notes, legends, symbols and abbreviations.*
  - *Site features: roads, parking, structures, walks, steps, walls, etc.*
  - *Tree and vegetation protection*
  - *Construction limits*
  - *Planting/Revegetation/Irrigation Plan*
  - *Plant list with quantities and symbols*
  - *Landscape Details and cross-sections*
  - *Paving, finishes*
  - *Erosion control (storm water protection)*
  - *Accessibility*
  - *Site furnishings*
  - *Typical and special construction details*
  - *Exterior materials with major site elements*
  - *Dimensions*
  - *Typical landscape sections*
  - *Stairs*
  - *Site Walls*
  - *Material changes/connections, paving (curb/walk)*
- **Architecture Sheets**
  - *Notes, legends, code references, fire safety plan, symbols and abbreviations legends, and accessibility prototype layouts for entries, maneuvering and approach space, path clearances, and restroom fixtures and accessories*
  - *Finalized Demolition Drawings with Legends*
  - *Floor Plans*
    - *Spaces individually delineated and labeled*
    - *Section cut references*
    - *General notes and annotations on the same sheet*
    - *Dimensions*
    - *Clearly identify demo work*
  - *Roof Plans*
  - *Section cut references*
  - *Plan dimensions*
    - *General notes and annotations*
  - *Building Sections*
    - *Floor levels*
    - *Vertical dimensions/floor levels*
    - *Spaces labeled*
    - *General notes and annotations on the same sheet*
  - *Building Elevations*
    - *Entrances, window arrangements, doors*
    - *Exterior materials with major vertical and horizontal joints*
    - *Roof levels and overhangs*
    - *Vertical Dimensions*
    - *General notes and annotations on the same sheet*

- **All Building Floor Plans**
  - Spaces individually delineated and labeled*
  - Section cuts and detail references*
  - Enlarged layouts of special spaces (dimensioned)*
  - Plan Dimensions (verified with structural)*
  - Finish floor elevations*
  - Door swings and marks*
  - Entries with power operated doors per DSC Accessibility Standards*
  - Window openings and marks*
  - Stairs and elevators*
  - Overhead openings dashed*
  - Wall types call-outs*
  - Signage type location reference*
  - General notes and annotations on the same sheet*
  - Material legends*
- **All Building Roof Plans**
  - General notes and annotations on the same sheet*
  - Section cut references*
  - Plan dimensions*
  - Indicate roof pitch/taper and drainage arrows*
  - Gutters and downspouts*
  - Primary and secondary roof drains and scuppers*
  - Label roof assembly and deck materials*
  - Maintenance/service access path*
  - Clearly distinguish new work from existing*
  - Identify plumbing, HVAC and electrical roof penetrations, equipment, and architectural features*
- **All Building Elevations**
  - Entrances, window arrangements, doors*
  - Exterior materials with major vertical and horizontal joints*
  - Roof levels and overhangs dimensioned*
  - Vertical dimensions and elevations*
  - General notes and annotations on the same sheet*
- **Building Sections (minimum one longitudinal and one transverse)**
  - Floor to floor dimensions (verified with structural)*
  - Vertical dimensions with elevation targets*
  - Stairs and elevator shafts*
  - Typical ceiling heights*
  - Room labels*
  - General notes and annotations on the same sheet*
  - Building and wall section references*
  - Detail References*
- **Interior Elevations**
  - Floor to floor dimensions with elevation targets*
  - Doors and windows*
  - Millwork with custom construction/features*
  - Wall finishes*
  - Ceiling heights and finishes*
  - Materials legends*
  - Floor finishes*
  - Accessories with legends*
- **All Reflected Ceiling Plans**
  - Ceiling configuration and materials legends*
  - Lighting fixture layout*
- **General Inclusions**
  - All roof construction details*

All wall sections referenced to building plans and sections  
 All roof, door, and window details referenced to plans and schedules  
 Typical wall types  
 All special construction details  
 All Room finish, hardware, door and window schedules  
 All millwork plans, sections, elevations, and details  
 All Equipment layouts dimensioned  
 Keynotes shall contain complete text note, not specification reference  
 Keynote Legend shall be on the same sheet as keynote reference  
 All accessibility dimensions shall be specific to drawing/detail location, utilizing an accessible route plan, not referenced remotely to a standards sheet with prototypes.

- **Structural Sheets**
  - Applicable Codes and Standards
  - Specifications and Calculations
  - Listing of design loads and all required information in accordance with IBC
  - Exposure Category and requirements for concrete
  - Diaphragm fastening requirements
  - Requirements for special inspection IBC, Chapter 17
  - List of abbreviations
  - Symbols legend
    - Standard Details
  - Standard details applicable to the project
  - Control joint details for all materials. Control joints shall be located by dimension on the plan sheets.
    - Shear wall schedule
    - Foundation Plan
  - Fully dimensioned foundation plan (references to the architectural drawings for foundation dimensions are unacceptable) including:
    - Fully dimensioned floor framing plan including:
    - Fully dimensioned roof framing plan (references to the architectural drawings for framing dimensions are unacceptable) including:
- Details
  - Foundation Details
  - Floor Framing Details
  - Roof Framing Details
- **Mechanical Sheets**
  - Specifications and Calculations
  - Site Mechanical Plan (if applicable, with all features drawn to scale)
    - Detail drawings showing major mechanical details and sections, including all piping and ductwork connections to mechanical equipment.
  - Mechanical Floor Plans (HVAC, plumbing, etc.), with all cross-references between sheets.
    - Enlarged scale mechanical plans for mechanical rooms where all necessary plan information cannot be conveyed at a smaller drawing scale.
  - Discipline specific notes, legends, code references, symbols and abbreviations.
  - HVAC system schematics and flow diagrams
  - Mechanical equipment schedules
  - Plumbing fixture connection schedule
  - Plumbing isometrics or riser diagrams
  - HVAC control schematics and sequences of operation
- **Electrical Sheets**
  - Specifications and calculations
  - Electrical floor plans, with all cross-references between sheets
  - Enlarged scale electrical plans for critical spaces where all necessary plan information cannot be conveyed at a smaller drawing scale
  - Site electrical plan showing routing with telecommunications, site lighting, transformers, generators and vaults drawn to scale

- *Detail drawings showing major electrical details and sections, including conduit routing to major electrical equipment*
- *Branch circuiting for all electrical devices*
- *Equipment disconnect switch locations and ratings*
- *Discipline specific notes, legends, code references, symbols and abbreviations.*
- *Panel board and light fixture schedules*
- *Single line diagrams for power distribution, telecommunications, fire alarm, and security systems.*
- *Security system plans*
- *Control wiring diagrams*

**6. Bidding and Negotiation:** VWB and its entire team will be available during the Bidding and Negotiation Phase of the project. VWB's team will provide guidance and clarification in an effort to provide Washoe County with the best possible bidding assistance and quality control of the interpretation of design intent.

**7. Construction Administration:** VWB's team will continue to administer the design during construction administration. PM will conduct a Pre-Construction meeting with VWB's participation and attendance. VWB will attend periodic construction meetings and site observations, shop drawing and product submittal review and approval, process RFI's, issue clarifications, review change order requests, punch list preparation; and project close-out.

**8. Agency Review:** Review all applicable city zoning and ordinance regulations and ensure proposed capital improvements are in compliance. The proposed new building may be sited in a special development zone including TOD, art, or other. VWB will provide a complete analysis of all applicable agency regulations including special development ordinances and restrictions. This will be initiated during the Programming effort in order to allow the design to respond accordingly and within compliance. Throughout this project, VWB will work with Washoe County to identify the necessary coordination and design required to meet the regulations.

**9. CMAR Selection.** VWB may assist in the CMAR selection Process upon request by Washoe County. Based on the needs determined by Washoe County, VWB may assist in the procedures of the CMAR selection process including but not limited to review of submittals for the shortlist, and/or participation as a non-voting member of the selection committee at the final interviews.

**10. Fundraising.** VWB is prepared to provide necessary images, renderings, documentation, and assistance for potential fundraising that may be required for the project. Upon the request for assistance by Washoe County, VWB will prepare renderings and narratives that may be of use during any fundraising efforts.

**11. Permitting:** Preparation and associated document development and submission including intake meeting, providing additional information or clarifications as required through issuance. Should a Special Use permit be required, VWB will provide preparation and associated document development and submission including intake meeting, NAB presentation and attendance, planning commission presentation and attendance, and council presentation and attendance.

Given this understanding of our scope of work, we see the following consultants as participants in this scope of work:

Civil Engineering:	CFA, Inc.
Structural Engineering:	Ferrari Shields
Mechanical Engineering:	CR Engineering
Electrical Engineering:	PK Electrical
Landscape Arch:	CFA, Inc.
Geotechnical Engineering:	Black Eagle

This project is intended to be a CMAR process. Architectural scope of work includes Interior design, space planning and materials selections. Management and coordination of a full FF & E (Fixtures, Furnishings, and Equipment) scope would be considered additional scope.

Our Fee breakdown is as follows:

A. **Hourly Breakdown per Discipline for each phase.** (See Hourly Breakdown sheets attached)

B. **Fee Summary:**

Our basic scope of services will include the design and production of documentation from Programming through Construction Administration.

**Fee Outline for  
Architecture and Engineering:**

**Per Phase:**

Site Selection & Programming	\$ 10,885.00
Schematic Design	\$ 97,940.00
Design Development	\$167,950.00
Construction Documents	\$266,860.00
<u>Bidding and Construction Administration</u>	<u>\$166,255.00</u>
	<b>\$709,890.00</b>

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**Per Discipline:**

Architecture	\$374,550.00
Basic Engineering Services	
Civil, Surveying, Landscape Architecture, Planning	\$87,180.00 (see CFA fee breakdown)
Structural Engineering	\$78,360.00
Mechanical Engineering	\$98,000.00
<u>Electrical Engineering</u>	<u>\$71,800.00</u>

**SUBTOTAL \$709,890.00**

**Special Design Service Allowances**

Special Use Permit Process	\$ 16,600.00
Geotechnical Engineering	\$ 10,500.00
Printing/Reproduction Allowance	\$ 6,000.00
Animation fly-through	\$ 10,000.00
<u>Security System Design</u>	<u>\$ 14,000.00</u>

**SUBTOTAL \$ 57,100.00**

**TOTAL FEE \$766,990.00**

**Services Excluded:**

- Specialty consultants other than those listed in Item B.
- Independent Fire Safety Engineering.
- Detailed FF&E Design and Specification Services (Facility Space Plan and Laboratory FFE is included)

C. **Schedule:**

- Design Services for scope described Construction Documents completed on or before February 3, 2015.

- Schedule Milestones:

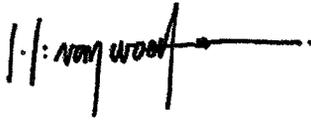
○ Programming	July 1- August 1, 2014
○ Site selection complete	August 1, 2014
○ Schematic Design Initial floor plan (by MWL)	August 15, 2014
○ Schematic Design:	September 15, 2014
○ Design Development:	November 3, 2014
○ Construction Documents (50%)	December 15, 2014
○ Construction Documents (100%)	February 3, 2015
○ Construction Administration (N.T.P.)	April 3, 2015
○ Certificate of Occupancy	March 3, 2016
○ Move-in Complete	March 18, 2016

Scope of work adjustments may warrant adjustments to the fees represented herein. We are honored to be involved and with this Washoe County project. Should you have any questions or clarifications regarding the information provided in this summary, please do not hesitate to contact us.

Sincerely,



Angela Bigotti-Chavez, AIA



K. Brad Van Woert, AIA

**Exhibit B****INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR AGREEMENTS WITH DESIGN PROFESSIONALS****INDEMNIFICATION****PROFESSIONAL Liability**

PROFESSIONAL agrees to defend, indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the design professional or the employees or agents of the design professional in the performance of the contract. If the insurer by which the design professional is insured against professional liability does not so defend the public body and the employees, officers and agents of the public body and the design professional is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body by the design professional in an amount which is proportionate to the liability of the design professional. (See: NRS 338.155)

As used in this section, "agents" means those persons who are directly involved in and acting on behalf of COUNTY or PROFESSIONAL, as applicable, in furtherance of the contract or the public work to which the contract pertains.

**General Liability**

As respects all acts or omissions which do not arise directly out of the performance of PROFESSIONAL services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROFESSIONAL agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of PROFESSIONAL (or Sub-PROFESSIONAL, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

**GENERAL REQUIREMENTS**

COUNTY requires that PROFESSIONAL purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and PROFESSIONAL'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by PROFESSIONAL, its agents, representatives, employees or Sub-PROFESSIONALS. The cost of all such insurance shall be borne by PROFESSIONAL.

## **INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROFESSIONAL or any Sub-PROFESSIONAL by COUNTY. PROFESSIONAL agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If PROFESSIONAL is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should PROFESSIONAL be self-funded for Industrial insurance, PROFESSIONAL shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

## **MINIMUM LIMITS OF INSURANCE**

PROFESSIONAL shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. PROFESSIONAL Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase PROFESSIONAL'S insurance levels to meet minimum contract limits shall be borne by the PROFESSIONAL at no cost to the COUNTY.

PROFESSIONAL will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that PROFESSIONAL goes out of business during the term of this Agreement or the three (3) year period described above, PROFESSIONAL shall purchase Extended Reporting Coverage for claims arising out of PROFESSIONAL'S negligent acts, errors and omissions committed during the term of the PROFESSIONAL Liability Policy.

Should COUNTY and PROFESSIONAL agree that higher PROFESSIONAL Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through PROFESSIONAL'S insurer or its own source.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1. General Liability Coverages**

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of PROFESSIONAL, including the insured's general supervision of PROFESSIONAL; products and completed operations of PROFESSIONAL; or premises owned, occupied or used by PROFESSIONAL. Any additional cost associated with this provision shall be the responsibility of COUNTY.
- b. PROFESSIONAL'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of PROFESSIONAL'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. PROFESSIONAL'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. PROFESSIONAL'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning PROFESSIONAL and insurance carrier. COUNTY reserves the right to require that the PROFESSIONAL'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

## VERIFICATION OF COVERAGE

PROFESSIONAL shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

## SUB-PROFESSIONALS

PROFESSIONAL shall include all Sub-PROFESSIONALS as insureds under its policies or furnish separate certificates and endorsements for each Sub-PROFESSIONAL. Sub-PROFESSIONAL shall be subject to all of the requirements stated herein.

## MISCELLANEOUS CONDITIONS

1. PROFESSIONAL shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by PROFESSIONAL, any Sub-PROFESSIONAL, or anyone employed, directed or supervised by PROFESSIONAL.
2. Nothing herein contained shall be construed as limiting in any way the extent to which PROFESSIONAL may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-PROFESSIONALS under it.
3. In addition to any other remedies COUNTY may have if PROFESSIONAL fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order PROFESSIONAL to stop work under this Agreement and/or withhold any payments which become due PROFESSIONAL here under until PROFESSIONAL demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.

EXHIBIT C



**STANDARD OFFICE RATES**

Revised January 1, 2011

<b>Professional Services</b>	<b>Rates per Hour</b>
Principal Architect	\$195.00
Senior Project Manager/Associate	\$142.00
Project Architect/Manager	\$120.00
Senior Draftsperson/Job Captain	\$110.00
Draftsperson	\$ 90.00
Administration/Clerical	\$ 80.00
<b>Legal Services</b>	
Reports or Preparation for Testimony	\$300.00
Expert Testimony, Depositions, etc.	\$350.00
(A minimum of 4 hours will be invoiced for any given day.)	
<b>Reimbursables</b>	
In-House Plots	
15x21	\$2.10/ea B&W; \$3.15/ea Color
24x36	\$2.10/ea B&W; \$3.15/ea Color
30x42	\$3.15/ea B&W; \$4.20/ea Color
Electronic Drawings	\$100.00 per sheet
Photo Copies 8 ½ x 11	\$0.10 per copy
Photo Copies 11 x 17	\$0.20 per copy
Color Prints 8 ½ x 11	\$1.25 per copy
Color Prints 11 x 17	\$1.60 per copy
Mileage	\$0.505 per mile

**The following reimbursables are provided at cost + 15%**

Long Distance (telephone and fax), Shipping, Outside Printing

Travel: Car Rental, Airfare, Lodging/Meals

Other outside professional services, specialty consultants, etc.